



United States
Department of
Agriculture

Agricultural
Research
Service

Office of the
Administrator

Washington, D.C.
20250

MATERIAL TRANSFER AGREEMENT

PARTIES:

Provider: _____ (Provider Scientist)

(Company name)
(Address)

ARS: _____ (ARS Scientist)

(MU Name)
(Address)

PURPOSE:

To provide ARS with
and associated know how, hereinafter collectively referred to as the Material.

The Material is released to ARS under the following conditions:

1. The Material shall only be used for
(give the specific purpose(s) that the material may be used for).
2. ARS shall not transfer the Material, in whole or in part, to a third party without express written consent. Any third party requesting a sample shall be referred to Provider.
3. The Material shall remain the property of Provider and shall not be used for commercial or profit making purposes.
4. ARS shall keep Provider informed of the results obtained through use of the Material and will provide a copy of any manuscript that describes the work with the Material prior to submission for publication and acknowledge Provider's contribution to the work reported.
5. Provider shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by ARS of its organizational units, employees, products, or services.

6. ARS shall comply with all laws, regulations, and/or guidelines applying to the use of the Material.
7. Upon completion of the activities performed using the Material, the Material shall be returned, destroyed or otherwise disposed of as instructed by Provider.
8. ARS shall meet with Provider's representative(s) to determine inventorship if an invention should arise during our work with the Material.
9. ARS shall not disclose Material marked "Confidential" or "Proprietary" to anyone else without Provider's expressed permission to do so.
10. Material shall be excluded from the confidentiality requirements of this Agreement if: (1)ARS had possession of the Material prior to disclosure; (2) the Material is generally available to the public at the time of disclosure; (3) the Material becomes generally available to the public through no fault of ARS after disclosure; or (4) after disclosure, ARS receives the Material from a third party having the right to the Material and who does not impose a confidentiality obligation upon ARS.
11. This Material Transfer Agreement shall be construed in accordance with United States of America Federal Law as interpreted by the Federal Courts in the District of Columbia.

This Material Transfer Agreement shall become effective upon date of final signature and shall continue in effect for a period of _____ [state a period of time not to exceed five years] years.

ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE:

_____	<u>Research Leader</u>	
(Typed Name)	Title	Date
_____	<u>Research Scientist</u>	
(Typed Name)	Title	Date

ACCEPTED FOR THE PROVIDER:

_____	_____	
(Typed Name)	Title	Date

APPROVED:

_____	<u>Technology Transfer Coordinator</u>	
		Date

MTA/IN: September 2001